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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 12th November, 2025

No. 566699-HII(2)-2025/17848.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **25/2024 dated 26.09.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAVINDER SINGH, H.NO. 239, VILLAGE KHUDA LAHORA, U.T. CHANDIGARH.
(WORKMAN)

AND

AMERICAN INSTITUTE OF PATHOLOGY LABORATORY SCIENCE PVT. LTD. S.C.O. NO.
66-67, SECTOR 15 – D, CHANDIGARH. (MANAGEMENT)

AWARD

1. Workman Ravinder Singh has presented the Industrial Dispute in hand under Section 2A of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated, the workman was appointed by the respondent-management as Phlebotomist Lab Support on 17.01.2022 vide appointment letter No.Nil dated 13.01.2022. He remained in uninterrupted and continuous employment up to 18.01.2024. His services were terminated due to alleged resignation on 19.01.2024 and he was drawing monthly wages of ` 24,000/- at the time of termination. It is stated that the workman received an e-mail message of approved resignation on his mobile No.9877092603 which read as under :-

"Record resignation of raised on 2024-Jan-20 10:22 has been approved."

It is stated that on 16.12.2023, the respondent-management got his signatures on blank papers and had misused it as resignation. The workman has never resigned from services and there was no reason to tender the resignation. Immediately on 26.01.2024, he intimated the management vide e-mail that he has never tendered resignation. Further, the workman withdrew his resignation before its acceptance. It is stated that on 19.01.2024, the workman again received an e-mail vide which it was informed to him that as discussed

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during the Performance Improvement Plan (PIP) review and in alignment with the communication on the last working day of the workman i.e. January 18, 2023 at their laboratory, for knowledge of the workman termination letter was attached and that process was essential to proceed with the final settlement process. The workman submitted that during his entire service period, there was no complaint against his work & conduct from any of his colleagues and superiors. His work & conduct was appreciated by all. The management also violated the provisions of Section 25F of the ID Act. No charge sheet was ever issued to him. Even no inquiry was held against the workman and no retrenchment compensation was paid to him at the time of termination. For his reinstatement, the workman served the demand notice dated 09.02.2024 to the management but the management neither replied to the same nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. He intervened but no settlement was possible during the stipulated period as no person appeared on behalf of the management for resolving the dispute. It is stated that his termination is illegal, against the principles of natural justice and amounts to unfair labour practice and he is entitled to reinstatement with full back wages as he remained unemployed w.e.f. the date of termination till date. Further, he is entitled to continuity of service with all the attendant benefits. Hence, the claim statement.

3. The management filed reply / written statement to the claim statement raising preliminary objections inter alia on the ground that the workman had not approached the Court with clean hands. Further the management cannot be stated to be an 'industry'. The workman is an independent, well qualified & experienced phlebotomist and working with another laboratory at Chandigarh and hence, gainfully employed. The respondent is engaged in business of comprehensive range of diagnostic tests, genetic testing, hormone tests and infectious disease screenings. The workman was appointed vide appointment letter dated 17.01.2022 on an annual remuneration of ` 2,88,000/-. The said offer of appointment was accepted by the workman and he started working with the respondent-management at its Chandigarh laboratory on the post of Phlebotomist (Lab Support). During his tenure, there was concern regarding his performance and adherence to establish protocols, notably pertaining to punctuality, leave without permission, reporting error and dedication to his responsibilities which were observed by his supervisor Dr. Himanshu Saxena, who was the Head of the laboratory. It is further stated that given the nature of respondent's healthcare operations, wherein patient care is of paramount importance, even a minor lapse in performance or conduct are deemed matter of utmost significance for the said patient and his further course of treatment, which is a matter of serious concern. Efforts were made through counselling sessions conducted on multiple occasions but despite that his performance remained unchanged. It is submitted that the respondent is a health care sector and it is imperative that patient report is properly prepared without any error. In response to persistent performance issues, the Lab Head i.e. Dr. Himanshu Saxena initiated the Performance Improvement Plan (PIP), delineating specific areas necessitating enhancement and furnishing the workman with the structured frame work for amelioration. It was thoroughly expounded to the workman and all concerned parties, inclusive of workman himself, the Lab Head and HR acknowledged its stipulations by affixing their signatures on PIP document. The workman was duly informed of the review time table, affording an opportunity to evince improvement and rectify his work approach. Subsequent to the designated review date December 31, 2023, it was observed that the performance of the workman was persisting unsatisfactory, characterised by a notable lack of commitment impinging upon the Turnaround Time (TAT) for reporting test results. The workman was also apprised of lack of improvement in his performance and punctuality and continued to acknowledge it vide his signatures on PIP. The workman was extended additional opportunity and on January 19, 2024, the Lab Head conducted a comprehensive final review and despite that there was no discernible improvement which resulted in his termination in accordance with the law. It is submitted that the respondent-management had duly compensated the workman as per law along with terminal benefits to the workman. His services were terminated on 19.01.2024 and full & final (F&F) settlement was done on 31st January, 2024. It is submitted that the

workman was drawing ` 19,000/- per month as wages at the time of termination and he was appointed by the management vide letter dated 17.01.2022 and not 25.10.2021 and he remained in uninterrupted employment up to 18.01.2024 when his services were terminated due to bad and poor performance. It is denied that on 16.12.2023, the management got his signatures on blank papers and misused it by forging it as resignation. It is denied that the workman has withdrew the alleged resignation before its acceptance. It is stated that the demand notice dated 12.01.2024 was never served to the respondent. It is stated that the notice under Section 2A of the ID Act was received from the office of Assistant Labour Commissioner-cum-Conciliation Officer and the management filed detailed reply to the same on 03.05.2024. It is stated that the services of the workman have been terminated as per law and entire due amount has been paid to him as full & final settlement. A prayer was made for dismissal of claim statement.

4. The workman filed rejoinder to the written reply filed by the respondent-management wherein he reiterated the contents of the claim statement and opposed the averments made by the management in its written statement.

5. From the pleadings of the parties, following issues were framed by the Court vide order dated 05.11.2024:-

1. Whether the termination of the services of the workman is illegal, if proved in affirmative to what extent and what relief the workman is entitled to ? OPM
2. Whether the claim is time barred ? OPM
3. Whether the claim / industrial dispute reference is not maintainable ? OPM
4. Relief.
6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, the workman appeared as AW1 and tendered his duly sworn-in affidavit Exhibit 'AW1/A'. He also tendered into evidence copies of documents:-

Appointment letter dated 17.01.2022	Exhibit 'W1'
Termination letter dated 19.01.2024	Exhibit 'W2'
Letter dated 26.01.2024 regarding withdrawal of resignation written by the workman to the Manager, M/s American Institute of Pathology.	Exhibit 'W3'

Thereafter, the Learned Representative for the workman closed the evidence on behalf of the workman.

8. In evidence of the management, Kannu Priya Sharma C/o AMPATH, Sector 18, Udyog Vihar, Gurugram appeared as MW1 and tendered in evidence her affidavit Exhibit 'MW1/A' along with documents:-

Authority letter dated 07.10.2024 in her favour issued by COO of AMPATH & Laboratory Science Pvt. Ltd.	Exhibit 'M1'
Copy of appointment letter dated 17.01.2022 issued to workman	Exhibit 'M2'
Copy of Performance Improvement Plan (PIP) incorporating date of review dated 31.12.2023 and 19.01.2024	Exhibit 'M3'

Copy of termination letter dated 19.01.2024

Exhibit 'M4'

Copy of full & final settlement dated 31.01.2024

Exhibit 'M5'

Reply dated 03.05.2024 filed by the management in proceedings before Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh in response to the demand notice

Exhibit 'M6'

Downloaded copy of attendance record of the workman for the period w.e.f. January, 2023 to March, 2024 (consisting of pages No.1 to 18)

Exhibit 'M7'

Thereafter, the Learned Representative for the management closed the evidence on behalf of the management.

9. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under:-

Issue No. 2—

10. This issue is taken up in the first instance as the Court is firstly required to determine as to whether the claim statement has been filed within the prescribed period of limitation. The management is required to prove the said issue.

11. Learned Representative for the management submitted that the present claim petition is hopelessly time barred and liable to be dismissed on this ground alone. On the other hand, Learned Representative for the workman opposed the same. As per record, the workman joined the management on 17.01.2022 and he remained in employment of the management up to 18.01.2024. As per the pleadings, the workman had served demand notice upon the management on 09.02.2024 and thereafter the Assistant Labour Commissioner-cum-Conciliation Officer was requested for intervention. The respondent-management has placed on record the reply to the demand notice dated 03.05.2024 filed before the Assistant Labour Commissioner-cum-Conciliation Officer. Thereafter industrial dispute was presented before this Court on 24.05.2024. No evidence has been led by the management to prove that the claim of the workman is time barred. Accordingly, the said issue stands decided against the management and in favour of the workman.

Issue No. 1 –

12. The workman is required to prove the said issue.

13. Learned Representative for the workman submitted that the workman had remained in uninterrupted employment of the management for approximately two years. His services were terminated without any rhyme or reason and the management has violated the provisions of Section 25F of the ID Act.

14. On the other hand, Learned Representative for the management submitted that work & performance of the workman was not satisfactory. The respondent-management is a health care company and a minor lapse in the performance is a matter of serious concern. He argued that the workman has accepted full & final (F&F) settlement amount and no ground is made out for reinstatement of the workman as prayed for.

15. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

16. The workman while stepping into the witness as AW1 deposed that he was appointed by the management as Phlebotomist Lab Support on 17.01.2022 vide letter No.AMPATH/HR/PPT/2022/1014 dated 17.01.2022. He remained in un-interrupted employment up to 18.01.2024 and his services were terminated due to his alleged resignation dated 19.01.2024 and he was drawing ` 24,000/- as monthly wages at the time of termination. He deposed that on 16.12.2023, the respondent-management got his signatures on blank papers and had misused it by forging it as resignation. He deposed that he never resigned from the services and there was no reason to tender resignation from service. He deposed that on 26.01.2024, vide e-mail dated 26.01.2024, he informed the management that he never tendered resignation and immediately he withdrew his alleged resignation before acceptance of the same. He further deposed that the management has alleged that following of thorough assessment and in line with the performance improvement plan, his services were terminated due to persistent performance issue. He deposed that during his entire service, his work & conduct was satisfactory and there was no complaint whatsoever against him.

17. On the other hand, MW1 Kannu Priya Sharma deposed that the workman was appointed vide appointment letter dated 17.01.2022 on annual remuneration of ` 2,88,000/- and she denied that his work & conduct was satisfactory. She deposed that in response to persistent performance issues, the Lab Head Dr. Himanshu Saxena initiated a Performance Improvement Plan (PIP) which was thoroughly extended. However, the performance of the workman was unsatisfactory and his services were terminated on 19.01.2024 and full & final (F&F) settlement was made on 31.01.2024. She deposed that the workman was drawing ` 24,000/- monthly wages at the time of termination. She deposed that the management has complied with provisions of Section 25F of the ID Act and paid all dues as per law.

18. Admittedly, as per record, the workman was appointed as Phlebotomist vide appointment letter dated 17.01.2022 (Exhibit 'W1' / Exhibit 'M2') with the total annual compensation of ` 2,88,000/-. Clause 4 of the said appointment letter makes it clear that the workman would remain on probation for an initial period of six months from the date of joining and the management may confirm his services based on satisfactory performance during the probation period. The said clause further provides that in case his performance is found unsatisfactory during his probation period, the management can terminate the employment with immediate effect or extend the probation period. Clause 4 further provides that the management is fully entitled to terminate the services of the workman with 30 days' notice during probation period without assigning any reason. Similarly, the workman was also given the liberty to leave the services by giving 30 days' notice without assigning any reason during the probation period. Clause 4b of the appointment letter stipulates that after confirmation, the management reserves right to terminate his services on giving 60 days' notice and payment of salary in lieu thereof. Similarly, the workman was given the liberty to resign by giving 60 days' notice or paying back to the management to the extent of shortfall in notice period (if any). The workman during his cross-examination admitted that he used to collect blood samples of the patients in the lab and he remained in employment of the management w.e.f. 17.01.2022 to 19.01.2024.

19. Learned Representative for the workman submitted that on 16.12.2023, the management got signatures of workman on blank papers and mis-used it by forging it as resignation. The workman during his cross-examination stated that generally, he used to give blank signed paper to his employer wherever he had worked and he used to sign at the bottom of the blank paper. He further deposed that except American Institute of Pathology, he had not given blank signed paper to anyone or any employer. The witness was confronted with the Annexure 'R2' (Exhibit 'M3') and he identified his signatures in the column of

acknowledgement by employee at Point 'A' & Point 'B'. He deposed that when he signed the said document, it was a printed proforma. He admitted that he did not file any police complaint alleging that the management has obtained his signatures on blank papers and mis-used the same as his resignation. He further stated that blank paper got signed from him was mis-used by the management in the form of his Performance Improvement Plan (PIP). Admittedly, it is the case of the workman himself that he had not moved before any appropriate Authority against the management for having obtained his signatures on blank papers and thereafter mis-using the same. The testimony of the workman is itself contradictory in nature. The workman has stated that the signatures on blank papers were allegedly mis-used as his resignation and at the same time, he also deposed that the blank papers got signed from him were mis-used in the form of Performance Improvement Plan (PIP). Accordingly, the testimony of workman is unworthy of credence.

20. The workman deposed that his services were terminated due to alleged resignation dated 19.01.2024. MW1 admitted that the services of the workman were terminated on 19.01.2024. MW1 has placed on record the termination letter dated 19.01.2024 (Exhibit 'W2' / Exhibit 'M4'). The said letter (Exhibit 'W2' / Exhibit 'M4') provides that the services of the workman were terminated, effective as of 19.01.2024 due to persistent performance issues. The management has placed on record Performance Improvement Plan (PIP) (Exhibit 'M3'). The said Performance Improvement Plan incorporates the date of review as 31.12.2023 and 19.01.2024. The workman had admitted his signatures at Point 'A' & Point 'B' on the said Performance Improvement Plan (PIP). The said performance improvement plan (Exhibit 'M3') further mentions that the workman has refused to acknowledge the PIP form and discussion he had in the last round in front of Lab Head. The perusal of the Performance Improvement Plan (Exhibit 'M3') pertains to the workman and specifically mentions that evaluation criteria pertained to bio-metric attendance, active / passive observations regarding behaviours as well as work efficiency. The first review was conducted on 31.12.2023 and the second review was scheduled on 19.01.2024. The performance was reviewed on 31.12.2023 and it was mentioned that the further review of the performance will be held after another 15 days. The review column on 19.01.2024 mentions that no improvement was shown by the employee and his performance did not improve as commented by HR. MW1 during his cross-examination stated that the workman replied to the PIP and the management was not satisfied with the reply. She admitted that the management has sent e-mail dated 19.01.2024 to the workman informing that his services were terminated on the basis of PIP.

21. Learned Representative for the workman submitted that the management had filed to comply with the mandatory provisions of Section 25F of the ID Act. Section 25F of the ID Act runs as under:-

“25F. Conditions precedent to retrenchment of workmen. – No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until–

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
- (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette].”*

22. The aforesaid provision shows that no workman employed in any industry who has been in continuous service for not less than one year under the employer can be retrenched by the employer until the

condition enumerated in Section 25F of the Act is satisfied. The provision is mandatory and non-compliance of the same renders the retrenchment of an employee null & void.

23. In case in hand, the workman in his claim statement has pleaded that he was not paid retrenchment compensation at the time of termination. The said fact also finds mention in his affidavit Exhibit 'AW1/A'. On the other hand, MW1 has deposed that full & final settlement of the workman has been done on 31.01.2024. The workman during his cross-examination stated that at the time of termination, no payment was made to him by the management. However, he was paid subsequently and he received an amount of ₹ 57,929/- from the management. The management has placed on record full & final settlement dated 31.01.2024 (Exhibit 'M5') which mentions the full & final settlement amount to the tune of ₹ 57,929/-. The workman in his cross-examination admitted that he did not mention about the receipt of said amount from the management either in his claim statement or in his affidavit (Exhibit 'AW1/A'). As such, the testimony of the workman makes it clear that the workman has not approached the Court with clean hands. Moreover, it is the case of the workman himself that he was drawing ₹ 24,000/- at the time of his termination and as per his own admission, he was paid an amount of ₹ 57,929/- as full & final settlement dated 31.01.2024. Further, it is not the case of the workman that the amount so paid was the payment towards pending arrears of salary. The workman has failed to prove as to how the management has not complied with the mandatory provisions of Section 25F of the ID Act. The workman during his cross-examination also admitted that he runs his household from the earning of collection of samples and earns approximately ₹ 18,000/- per month. The testimony of the workman makes it clear that the workman is gainfully employed. Resultantly, the said issue stands decided against the workman and in favour of the management.

Issue No. 3-

24. The management is required to prove this issue. The Learned Representative for the management has not pressed the said issue during the course of arguments. Accordingly, the said issue stands decided against the management.

Relief-

25. In view of the aforesaid findings on issue No.1, the industrial dispute in hand stands declined. The workman is not entitled to any relief, as prayed for by him. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . . ,

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal &
Labour Court,
Union Territory Chandigarh.

Dated : The 26th September , 2025

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 12th November, 2025

No. 566688-HII(2)-2025/17851 .— In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **88/2021 dated 30.09.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

VIJAY KUMAR, H.NO.407, HALLOMAJRA, U.T. CHANDIGARH. (WORKMAN)

AND

M/S DESH SEWAK ASSOCIATION, SECTOR 29-D, CHANDIGARH THROUGH ITS
GENERAL MANAGER. (MANAGEMENT)**AWARD**

1. Workman Vijay Kumar has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated, the workman was appointed by the respondent-management as Driver on 19.07.1997. The workman remained in uninterrupted employment up to 24.01.2020 when his services were illegally and wrongly terminated by the management. At the time of termination, he was drawing ` 15,149/- per month as wages. On 25.01.2020, he went to attend his normal duty but he was refused work by the management on the pretext that he should withdraw himself from the list of workers who authorised the Union to serve upon the management a demand notice dated 05.01.2020 vide which it was demanded that wages of all workers be increased to ` 25,000/- per month. The workman refused to sign the paper and thereafter, the management refused work without assigning any reason and notice. It is stated that refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25F of the ID Act. It is stated that no charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination and the violation of the same makes the termination void. The respondent-management has also illegally withheld the wages of all the employees for the month of January, 2020. The claimant-workman along with all the employees of the press lodged a complaint with the Labour Inspector, U.T. Chandigarh regarding non-payment of wages for the month of January, 2020 and refusal of work through their Union. The Representative for the respondent-management appeared before the Labour Inspector but refused to pay the wages and also refused to take the workman back on duty. For his reinstatement, the workman served upon the respondent-management a demand notice dated 18.11.2020. The respondent-management neither replied to the demand notice nor took him back to the duty. The Assistant Labour Commissioner-cum-Conciliation Officer was requested for his intervention but no settlement could be made possible within the stipulated period. It is averred that the action in terminating the services of the workman is illegal, wrong, motivated, against the principle of natural justice and amounts to unfair labour practice. It is prayed that he may be reinstated with continuity of service and full back wages and without any change in service conditions. It is stated that he has remained unemployed during the period i.e. from the date of termination till date. Hence, the claim statement.

3. The respondent-management filed reply to the claim statement raising preliminary objections inter alia on the ground that the claim statement is nothing but abuse of process of law. It is submitted that on 24.01.2020, the workman left his work to indulge himself in an unlawful strike, devoid of any discernible agenda, incited by an individual Ashok Kumar – Co-worker. The said action was very aggressive and with a sole intention to deliberately inflict harm upon the organisation and to pressurize the respondent-management to withdraw the inquiry / disciplinary proceedings to be conducted on serious allegations against Ashok Kumar and Surjit Singh. Despite numerous written and verbal requests extended to workman, urging his prompt return to work, they persisted in their refusal to do so. The workman along with other workers, obstructed the main gate creating a situation of intimidation where anyone attempting to enter would be met with repercussions. In order to address that issue promptly, the matter was formally reported to the Senior Superintendent of Police, Chandigarh vide letter dated 25.01.2020 with a copy of the same to the S.H.O., Industrial Area, Phase – I, Chandigarh. The said incident was also formally reported to the Deputy Commissioner, Chandigarh, who further marked it to Assistant Labour Commissioner, seeking immediate intervention. The said communication was documented vide Diary No.PA/DC 27.01.2020. It is submitted that a show-cause notice was issued to the workman on 11.02.2020 through registered post to show cause within one week of receipt of letter as to why his services should not be terminated for having indulged in misconduct, breach of contract of employment, breach of discipline and for causing incalculable losses. The workman chose not to file reply and voluntarily abandoned the services by remaining absent without any intimation, explanation or authorization. It is submitted that the workman continuously remained absent without authorization and a show-cause notice was again issued on 19.02.2020 vide letter No.DS/188/2020 for his un-authorised absence from duty. The said show-cause notice was issued through registered post granting him another opportunity to submit his explanation and to come present in the office of AGM, Desh Sewak on 24.02.2020 but the workman did not pay any heed and continued to abscond and abandoning his duty. The respondent-management kept waiting for the workman to show-up for a considerable long period of time but the workman never came back and filed the present claim statement. A prayer was made for dismissal of the claim of the workman.

4. The workman filed rejoinder wherein he denied the averments made in the written reply and submitted that there was no strike on 24.01.2020 as there was no demand of the workers. It is submitted that Ashok Kumar is a co-worker and also the President of the Union. It is denied for want of knowledge that there were serious allegations against Ashok Kumar and Surjit Singh and the management wrote letters to Senior Superintendent of Police, S.H.O. Industrial Area, Deputy Commissioner, Chandigarh and Assistant Labour Commissioner, U.T. Chandigarh. It is submitted that letters dated 11.02.2020 and 19.02.2020 were never received by the workman. He was refused work on 25.01.2020 when he went to attend his normal duty. The management asked the workman to withdraw himself from the list of workers who have authorised the Union to serve upon the management a demand notice for increase in wages to ` 25,000/- per month. The work was verbally refused to workman on 25.01.2020. A prayer was made for allowing the claim statement.

5. From the pleadings of the parties, following issues were framed vide order dated 03.11.2023:-

1. Whether the termination of services of the workman is illegal, if so, to what effect and to what relief he is entitled to ? OPW
2. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, workman himself appeared as AW1 and tendered his affidavit Exhibit 'AW1/A'. He also tendered into evidence copies of documents:-

Salary slip for the month of December, 2019

Exhibit 'W1'

Demand notice dated 05.01.2020 issued by Desh Sewak Employees Union to the G.M., DeshSewak Association / Printing Ltd., Chandigarh

Exhibit 'W2'

Thereafter, the Learned Representative for the workman closed the evidence on behalf of the workman.

8. In evidence of the management, Chetan Sharma – General Manager, DeshSewak Newspaper appeared as MW1 and tendered his affidavit Exhibit 'MW1/A'. He also tendered into evidence photocopies of documents:-

Complaint dated 25.01.2020

Exhibit 'M1'

Copy of complaint dated 25.01.2020 to Labour Commissioner, Chandigarh

Exhibit 'M2'

Photographs (9 in number)

**Exhibit 'M3' to
Exhibit 'M11'**

Letter dated 11.02.2020 addressed from Personal Manager, Sukhwinder Singh to Workman Vijay Kumar, relating to the subject of illegal strike since 24.01.2020 – show cause notice on the letter pad of Desh Sewak Daily

Exhibit 'M12'

Copy of postal receipt dated 12.02.2020

Exhibit 'M12/1'

Letter dated 19.02.2020 addressed from Personnel Officer, Sukhwinder Singh to Workman SukhwinderSingh, relating to the subject of show cause notice for absence from duty on the letter pad of Desh Sewak Daily

Exhibit 'M13'

Copy of postal receipt dated 19.02.2020

Exhibit 'M13/1'

Letter dated 20.05.2020 addressed from Personnel Officer, Sukhwinder Singh to Workman Vijay Kumar, relating to the subject striking off his name from the rolls of the company owing to his illegal strike and also for his prolonged abandonment of duty on the letter pad of Desh Sewak Daily

Exhibit 'M14'

Copy of postal receipt dated 20.05.2020

Exhibit 'M14/1'

9. The management also examined Umed Kumar as MW2, who tendered in his evidence, his affidavit Exhibit 'MW2/A'. Ram Pal Singh appeared as MW3 and tendered his affidavit Exhibit 'MW3/A'. Thereafter, the Learned Representative for the management closed the evidence on behalf of the management.

10. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under:-

Issue No. 1-

11. The workman is required to prove the said issue.

12. Learned Representative for the workman submitted that the workman had rendered his services to the respondent-management honestly and un-interruptedly up to 24.01.2020. The respondent-management has illegally terminated the services. He prayed that the workman is entitled for reinstatement with continuity of service and full back wages.

13. On the other hand, Learned Representative for the management submitted that the workman had voluntarily abandoned the services without any intimation or explanation and he did not come forward to resume his services despite issuance of show cause notice. He prayed that the workman is not entitled to any relief as prayed for, by him.

14. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

15. The workman while appearing as AW1 deposed that he was appointed by the respondent-management as Driver on 19.07.1997. He deposed that he remained in un-interrupted employment up to 24.01.2020 and at that time he was drawing wages to the tune of ₹ 15,149/- per month. He deposed that on 25.01.2020, he went to attend his duty but he was refused work by the respondent-management on the pretext that he should withdraw himself from the list of workers who authorised the Union to serve upon the management a demand notice dated 05.01.2020. He deposed that when he refused to sign the paper, the management refused him work without assigning any reason or notice. The workman further testified that he was neither issued any charge sheet nor any inquiry was held and he was not paid retrenchment compensation at the time of termination. He further stated that the respondent-management has illegally withheld the wages of all the employees for the month of January, 2020. He also served a demand notice dated 18.11.2020 upon the management. The management neither replied to the same nor took him back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention but no settlement could be made possible within the stipulated period.

16. On the other hand, Chetan Sharma – General Manager while stepping in the witness box as MW1 deposed that he was General Manager / Resident Editor of DeshSewak since the year 2018 and the workman on 24.01.2020 left his work and indulged himself in an un-lawful strike, devoid of any discernible agenda and the said strike was incited by co-worker Ashok Kumar with a sole intention to inflict harm upon the organization and to pressurise the respondent-management to withdraw the inquiry / disciplinary proceedings to be conducted on serious allegations against Ashok Kumar and Surjit Singh. Despite numerous written and verbal requests extended to the workman, urging his prompt return to work, the workman along with other workers obstructed the main gate, created a situation of intimidation where anyone attempting to enter would be met with repercussions. In order to address the issue, the matter was reported to Senior Superintendent of Police, Chandigarh vide letter dated 25.01.2020. A copy of the same was also made to SHO, Industrial Area, Phase – I, Chandigarh and the matter was formally reported to the Deputy Commissioner, Chandigarh seeking his intervention. He deposed that a show cause notice was issued to the workman on 11.02.2020 through registered post to show cause within one week from receipt of letter as to why his services should not be terminated for having indulged in misconduct, breach of contract of employment, breach of discipline and for causing incalculable losses. The workman willfully chose not to reply to the said notice and voluntarily abandoned his services without remaining absent. He deposed that

the workman continuously remained absent without any authorisation and another show cause notice vide letter dated 19.02.2020 was issued to the workman for his un-authorised absence and granting him another opportunity to submit his explanation and to come present in the office on 24.02.2020 but the workman did not pay any heed to the said letter and continued to abscond from duty and abandoned his duty. An opportunity was awarded to him to show-up for considerable long period of time but he never returned and consequently his name was struck off from the rolls of Desh Sewak vide letter dated 20.05.2020 issued by the Personnel Officer (authorised person).

17. MW2 Umed Kumar deposed that he was working as Accountant in the DeshSewak. He was also Cashier of the Union. On 24.01.2020, the workman left his work and participated in a strike. The goal of the strike was to put pressure on the management to drop the inquiry and disciplinary proceedings to be conducted against the Ashok Kumar and Surjit Singh, who were facing serious allegations.

18. MW3 Ram Pal deposed that he was currently Circulation Manager and also member of Desh Sewak Employees Union since its establishment. He deposed that the workman refused to return to work and due to illegal work stoppage by the workman and others workers, the management could not print the newspaper incurring huge losses and the printing had to be outsourced to the printing press of Indian Express at Panchkula, Haryana.

19. It is the case of the workman that he was appointed as Driver in DeshSewak on 19.07.1997. The management has not disputed the said fact. The workman deposed that he remained in the uninterrupted employment of the respondent-management up to 24.01.2020 and his services were illegally & wrongly terminated by the management by refusing of work and at the time of termination he was drawing a monthly salary of ₹ 15,149/-. On the other hand, MW1 has deposed that the workman has left his work on 24.01.2020 and he indulged himself in an un-lawful strike, devoid of any discernible agenda and despite numerous requests extended to him to return to work, he refused to resume duty and the matter was reported to the Senior Superintendent of Police, Deputy Commissioner, SHO, Industrial Area, Phase – I, Chandigarh (Exhibit 'M1' & Exhibit 'M2'). MW1 further deposed that the workman was issued the show cause notices dated 11.02.2020 as well as dated 19.02.2020 calling upon him to resume the duty but the workman did not pay any heed to the said show cause notice and continued to abscond from the duty. The workman while appearing as AW1 denied that he has received letters dated 11.02.2020 and 19.02.2020 on the alleged charge of absence from duty.

20. The respondent-management has placed on record the copy of the show cause notices dated 11.02.2020 and 19.02.2020. The show cause notice dated 11.02.2020 (Exhibit 'M12' and Exhibit 'M12/1') addressed to the workman stipulates that act of illegal strike constitutes breach of contract of employment apart from breach of discipline. The workman was advised to show cause notice within one week of receipt of letter as to why his service should not be terminated. The show cause notice dated 19.02.2020 mentions that the workman was continuously absent from duty since 24.01.2020. He was informed time and again that his absence was causing incalculable losses to the institution of DeshSewak but no reply was received by the respondent-management. The said show cause notice further provides that the act of not being present on duty for a period of 26 days not only constitutes willful negligence of duty and misconduct but it was also a voluntarily abandoning of service which was causing huge losses to the management. The absence from duty for such a long time without any prior application or notice or leave shows his disinterest in continuing service with the management. Vide show cause notice dated 19.02.2020 he was given the opportunity of hearing to present himself before the AGM, DeshSewak with detailed reply on 24.02.2020. It further mentions that it was the last opportunity to submit his explanation, if any, and if he failed to turn up, the

respondent-management was left with no alternative except to conclude that he was advertently absconding from the duty and his name will be struck off from the rolls of the DeshSewak.

21. It is the case of the workman that on 25.01.2020, he was refused work by the management when he went to attend normal duty. The workman has deposed that he was terminated without assigning any reason for refusal and he was also not issued any notice at that time. However, the respondent had denied that the workman had showed up at the work place and he was denied the work by the management, as averred by him. MW1 during his cross-examination admitted that the services of the workman were terminated vide letter dated 20.05.2020 (Exhibit 'M14'). Perusal of the letter dated 20.05.2020 (Exhibit 'M14') shows that the same was addressed to the workman on the subject striking his name from the rolls of the Company owing to his illegal strike and also for his prolonged abandonment of duty. The said letter (Exhibit 'M14') clearly mentions that the workman had not responded to various communications sent to him including show cause notices though it was distinctly conveyed to him that it was the last communication and if no reply was received from him, it will amount to willful absconding from duty and in such eventuality, the management will be left with no alternative except to struck off his name from rolls of the service register.

22. Learned Representative for the workman argued that the services of the workman were illegally terminated by the respondent-management. He argued that the workman had approached the respondent-management for work on 25.01.2020 but he was refused to resume service. On the other hand, Learned Representative for the management argued that the workman had indulged in illegal strike and despite issuance of show cause notices, the workman did not resume service. He argued that the workman has abandoned the services and he was also informed that in case of failure to resume service it would mean that they have voluntarily abandoned the services. He argued that since the workman has abandoned his services, no inquiry was required to be conducted before striking his name from the rolls of the management.

23. In case in hand, admittedly the workman was issued two show cause notices calling upon him to resume his duty but he did not resume his service despite repeated calls made by the management. There is nothing on record to show that the workman had presented himself before the management after 25.01.2020 with a request to the management to allow him duty. No co-worker has been examined by the workman in support of his contention. The bald testimony of the workman is not sufficient evidence to establish that he was refused work by the management as averred by him. The workman admittedly neither moved any written compliant to the management nor met any office bearer of the management alleging that he was refused work. As per the record, the workman did not resume duty despite calls made by the management. The workman has remained absent for approximately for a period of five months and his absence without any intimation and by ignoring the call letters of the respondent-management amounts to abandonment of services.

24. Reliance is placed upon the authority titled as ***Sukhdev Singh Versus Delhi Development Authority, LPA No.913/2011 decided by the Hon'ble Delhi High on November 8, 2011***, wherein it was held, *"The rule that abandonment of employment is a misconduct and to be actionable, domestic inquiry is a must cannot be said to be of absolute nature."*

In ***Viveka Nand Sethi Versus Chairman, J & K Bank Ltd., (2005)5 SCC 337*** it was held that an employer can arrive at a satisfaction that the workman has no intention to join his duty and raise a legal fiction and which though is of wide import and once the action on the part of the employer is fair, the onus is on the workman to prove the contrary.

25. In the case in hand, long continuous un-authorised absence of the workman stands established. The workman did not join his duty despite reasonable opportunity given by the management to join his duty. The respondent-management in such circumstances was justified in deleting his name from the rolls of the management. Accordingly, the said issue stands decided against the workman and in favour of the management.

Relief-

27. In view of the aforesaid findings, the industrial dispute in hand stands declined. The workman is not entitled for any relief as prayed for. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

Dated : The 30th September , 2025

(Sd.) . . .,

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal &
Labour Court,
Union Territory Chandigarh.

Secretary Labour,
Chandigarh Administration.

CHANGE OF NAME

I, Mohammad Imaran S/o Late Mohammad Ashraf R/o House No. 291, Phase-2, Bapu Dham Colony, Sector-26, Chandigarh. That I have changed my name from Mohammad Imaran to Mohammad Imran.

[1935-1]

I, Simran D/o Baishakh Singh # 6009, Maloya Colony, Chandigarh, have changed my name to Simran Pundir.

[1936-1]

I, Hemlata W/o Sunder Pal Singh R/o # 513, Sector 38-A, Chandigarh, have changed my name to Hema.

[1937-1]

I, Rajesh Singh S/o Ram Pal R/o House No 503, Sector 11-B, Chandigarh, have changed my name from Rajesh Singh to Subedar Singh.

[1938-1]

I, Gurnek Singh S/o Surinder Singh Walia R/o House No. 8, Raipur Khurd, Chandigarh, have changed my name to Gurnek Singh Walia.

[1939-1]

I, Kaml Kant S/o Kalendra Singh R/o # 113, Mauli Jagran, Chandigarh, have changed my name to Kamalkant Kumar.

[1940-1]

I, Ram Anuj S/o Sh. Ram Samuj R/o House no 4010, Mauli Jagran Chandigarh, have changed my name from Ram Anuj to Ram Anuj Shukla.

[1941-1]

I, Saroj Kashyap W/o Rajesh Kumar R/o House No. 204, Dadu Majra Colony, Sector 14, Chandigarh, have changed my name from Saroj Kashyap to Ritu.

[1942-1]

I, Alok Kumar Dwivedi S/o Babu Ram Dwivedi R/o House No. 15, First Floor, Village Kishangarh Chandigarh, have changed my minor daughter's name from Anchal to Aayushi.

[1943-1]

I, Simarpreet Kaur W/o Shubham Jindal R/o 3551, Sector 38-D, Chandigarh, changed my name to Simarpreet Kaur Jindal.

[1944-1]

I, Shivam Yadav S/o Shyam Lal R/o # 90, New Indira Colony Manimajra, Chandigarh, have changed my name to Shiv Prasad.

[1945-1]

I, Jagbir Singh Rawat S/o Late Shri Shyam Singh Rawat R/o # 1883, Vikash Nagar, Mauli Jagran, Chandigarh, have changed my minor daughter's name from Anushka to Anushka Rawat.

[1946-1]

I, Poonam W/o Jagbir Singh Rawat R/o # 1883, Vikash Nagar, Mauli Jagran, Chandigarh, have changed my name to Poonam Rawat.

[1947-1]

I, Asgar Ansari Son of Sh. Vazir Ansari, Resident of House No. 3082, Sector-56, Palsora Chandigarh U.T., have changed my son name from Sahran Ali to Asif Ansari.

[1948-1]

I, Rehana W/o Mohd Rizwan R/o 1406, Sector 45, Burail, Chandigarh, have changed my name to Rihana.

[1949-1]

I, Parteek Tanwar S/o Randhir Singh Tanwar R/o # 1200-B, Sector 46-B, Chandigarh, have changed my minor son name from Ivaan Tanwar to Virat Tanwar.

[1950-1]

I, Sunita Davi W/o Satish Kumar R/o House No. 120-B, Industrial Area, Phase-1, Chandigarh, declare that I have changed my name from Sunita Davi to Sunita Yadav.

[1951-]

I, Mohd Imran S/o Mohd Sarf Raj R/o # 1543, Burail Chandigarh, have changed my name to Imran.

[1952-1]

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